

LABOUR DEPARTMENT

The 21st December, 1978

No. 11(112)3 Lab-78/11251.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Clutch Auto Pvt. Ltd., Sector 6, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 17 of 1978.

between

SHRI NARENDER SINGH, WORKMAN AND THE MANAGEMENT OF M/S CLUTCH AUTO PRIVATE LIMITED, SECTOR 6, FARIDABAD.

Present :—

Shri P. K. De, for the workman.

Shri K. P. Agarwal, for the management.

AWARD

By order No. ID/FD/545-77/2363, dated 20th January, 1978, the Governor of Haryana referred the following dispute between the management of M/s Clutch Auto Private Limited, Sector 6, Faridabad, and its workman Shri Narender Singh to this Court for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Narender Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of

the parties the following issues were framed on 15th May, 1978 :—

- (1) Whether the reference is hit by some settlement? If so, to what effect?
- (2) Whether the termination of services of the workman concerned was justified and in order? If not, to what relief is he entitled?

The case was fixed for the evidence of the management. The management examined their Personnel Assistant, Shri S. C. Bhatia, as MW-1 and closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself as WW-1 and closed his case. Arguments were heard. I now give my findings issueswise.

ISSUE NO. 1

The management pleaded a settlement arguing that the settlement hits the reference. I have gone through the settlement, which is Ex. M-7. Clause 9 of the settlement reads that if the workman is aggrieved by an order of the management, he will first submit a written representation with reasons, to the Managing Director, who will give his decision within two weeks and shall then raise an industrial dispute before the Conciliation Officer. The representative for the management argued that till this clause in the settlement stands, the workman cannot raise an industrial dispute and therefore, the reference was bad, as the workman did not exhaust the first remedy provided to him by this settlement to make a written representation first to the Managing Director or the Manager. I do not find that this clause hits the workman. Moreover the right to raise the demand and to have reference on the demand has been granted to the workman by law, i.e., by the Industrial Disputes Act, and the right cannot be taken away by any agreement or settlement between the parties. The parties neither can confer jurisdiction on a Court or Tribunal nor can take away a jurisdiction so conferred by law on the Tribunal or the Court by mutual agreement. If the workman did not submit a written representation to the Managing Director/Manager, certainly he can raise the dispute. This right of raising the dispute is conferred by law. I, therefore, decide issue No. 1 against the management.

ISSUE NO. 2

Ex. M-8 is the copy of Standing Order. Ex. M-6 is a postal letter relating to a telegram of the management to the workman reading "services no longer required from tomorrow, collect full and final payment". Ex. M-3 is a letter from the management to the workman reading that the workman has completed three months temporarily and nine months probationary period on 16th September, 1977 and his services were no longer required and he could collect his dues. Ex. M-2 is a letter of appointment to the workman by which the workman was appointed on probation for a period of three months. Clause 2 of letter of appointment reads that the probation period shall be deemed to have been extended by three months more, if no letter for confirmation is issued and that his services can be terminated at any time without assigning cause or reasons or notice thereof. The letter is dated 16th December, 1976. Ex. M-1 is a letter from the management, dated 17th September, 1976, appointing him as temporary up to 16th December, 1976. The workman was appointed on 16th December, 1976 as a probationer after the completion of three months temporary period. The probation period was six months. MW-1 stated that Ex. M-2 was given to the workman for regular job. The services of the workman were terminated with effect from 3rd June, 1977,—vide telegram Ex. M-5. Vide Ex. M-3, letter, dated 26th September, 1977, services of the workman were terminated with effect from 26th September, 1977, i.e., after the period of probation for six months expired, i.e., after nine months. The service of the workman has been terminated simply on the ground that he was a probationer. No other act of misconduct or of unsatisfactory nature of work has been assigned to the workman. The law is well settled on this point. The services of a probationer cannot be terminated simply on the ground that he was a probationer and that the period of the probation had expired. Although it is mentioned in the letter of appointment that in no case the services of a probationer can exceed twelve months but it is also provided in the said letter of appointment that after the completion of first probation period for three months, the probation period shall be deemed to have been extended by three months more, which means that the management prescribed six months probation period for the workman. Clause 2 of the letter of appointment reads that the period for probation of three

months shall be deemed to have been extended by the management for a period of three months in case no letter is received for confirmation. In this case no letter for confirmation has been issued, then the probation period expired after six months. Thereafter, the period of probation was not extended. It could be extended up to twelve months but it has not been extended. The interpretation is that the workman got confirmed after the period of six months probation expired. I, therefore, decide issue No. 2 against the management. In view of my findings on the issues, I answer the reference and give my award that the termination of services of the workman concerned Shri Narender Singh was neither justified, nor in order. He is entitled to reinstatement with continuity of service and with full back wages. I, set aside the termination of services of the workman concerned and order reinstatement with continuity of services with full back wages.

Dated the 5th December, 1978.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 1182, dated 12th December, 1978.

Forwarded, (four copies), to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 11(112)3 Lab-78/11388.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Pack Matter, Sector 4, Plot No. 14, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 33 of 1975

between

THE WORKMAN SHRI RAM SINGH AND THE MANAGEMENT OF M/S PACK MASTER, SECTOR 4, PLOT NO. 14, MATHURA ROAD, FARIDABAD

Present—

Shri Darshan Singh, for the workman.

Shri H. R. Dua, for the management.

AWARD

By order No. ID/FD/74/7885-89, dated 4th February, 1975, the Governor of Haryana referred the following dispute between the management of M/s. Pack Master, Sector 4, Plot No. 14, Mathura Road, Faridabad and its workman Shri Ram Singh to this Tribunal for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947—

“Whether the termination of services of Shri Ram Singh was justified and in order? If not, to what relief is he entitled?”

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties the following issues were framed on 29th April, 1976 :—

- (1) Whether, the reference is bad in law on account of misdescription of the management in the notice of demand and the reference itself?
- (2) Whether the workman abandoned the job by absenting himself continuously from his duties during the period from 29th July, 1974, to 31st August, 1974, without permission of the management, thus losing his lien on the service?
- (3) Whether the claim statement is vague? If yes, to what effect?

The case was fixed for the evidence of the management. The management examined Shri J. S. Lamba, their Director, who had brought the attendance register and deposed that the workman concerned was absent during the period from 7th February, 1974 to 22nd February, 1974 and again he is marked absent from 12th May, 1974 to 1st June, 1974. Thereafter the workman again remained absent from 29th July, 1974 to 31st August, 1974 and the management then struck off his name from their rolls on 31st August, 1974, on account of long continued absence with the result that his name was not carried forward in the month of September, 1974. The workman had not applied for leave. In cross examination he stated that the name of the management is Pack Master Pvt. Ltd. The workman was an apprentice and was not on a regular job. In cross-examination he denied that they removed the workman from service on the ground that the workman was demanding wages at the rate of Rs. 170 per mensem. The workman was drawing Rs. 120 per mensem. The management closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself as WW-1 and stated that he was drawing Rs. 90 per mensem as wages at the time he was removed from service. He was suspended and chargesheeted but no domestic enquiry was held. He never absented. He further stated that the management had told him that his pay was increased by Rs. 50 per mensem. In cross-examination he stated that he attended the factory gate up till 28th September, 1977. He admitted that the name of the management is Pack Master Pvt. Limited, but it was changed. The workman also examined Shri Hari Wilson Ex-Foreman of the management as WW-2, who stated that the management had suspended the workman on the ground of absentism and the letter of suspension was delivered in his presence. Thereafter, the management did not allow him entry in the factory and the workman attended the gate and remained sitting there. The work of the workman was satisfactory. In cross examination he admitted that he left the factory three years back. He had left the services as per a settlement between him and the management. He admitted that he had filed the case against the management and that the letter of suspension was not signed in his presence, nor by him and that letter of suspension was with the workman and the workman has given that letter to some person for filing a case and that person has

died. The name of that person is Shri Dina Nath Professor, who died for some 4 or 5 months back. The workman closed his case except that he prayed for a direction to the management to produce a letter. The management was directed but they did not produce. Ex. W-1 is a letter from the workman to the management, which is of no use. The workman is marked absent for a long period and he remained absent for a long period. The evidence of the workman is not convincing whereas MW-1 has deposed from the attendance register. I now give my findings issueswise :—

ISSUE NO. 1:

I, decide this issue in favour of the management. There is mis-discreption of the management in the notice of demand, as well as in the order of reference. The name of the management is Pack Master Pvt. Limited, whereas in the demand notice and in the order of reference, the name of the management is given as Pack Master only. The management is a Company Private Limited and therefore, the reference is bad in law. It cannot proceed against the management and the management of Pack Master Private Limited shall not be bound by the award.

ISSUE NO. 2:

It has been proved that the workman absented from 29th July, 1974 to 31st August, 1974, for a period of one month and three days and has thereby lost his lien. The inference arises that he abandoned his job by remaining absent.

ISSUE NO 3:

I have gone through the claim statement. It is not vague. I decide this issue against the management.

As a result of my findings on the issues, I answer the reference and give my award that the management has not been correctly described in the demand notice as well as in the order of reference. No such management as "Pack Master" exists. That the management did not terminate the services of the workman concerned. It was the workman, who abandoned his job, lost his lien on the job, by remaining absent for a very long period. The workman is not entitled to any relief.

Dated the 7th December, 1978.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 1198, dated 14th December, 1978.

Forwarded, (four copies), to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11 (112)-3Lab-78/11389.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947, (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s Somany Pilkingtons Ltd., Kassar Bahadurgarh.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA FARIDABAD.

Reference No. 8 of 1977.

between

THE WORKMEN AND THE MANAGEMENT
OF M/S SOMANY PILKINGTONS LTD.,
KASSAR. BAHADURGARH.

Present :

Shri Sagar Ram Gupta, for the workmen.

Shri Sudhir Chadha, for the management.

AWARD

By order No. ID/RK-370-B-76/158, dated 4th January, 1977, the Governor of Haryana, referred the following dispute between the management of M/s Somany Pilkingtons Ltd., Kassar Bahadurgarh and its workmen to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

(1) Whether the adjustment fans should be provided in the following departments of the establishment :—

(i) Press Shop (ii) Dyeing Shop (iii) Sorting Shop (iv) Placing Shop ?

- (2) Whether the minimum rates of wages in the establishment should be fixed at the rate of Rs. 225 per mensem ? If so, with what details ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, the following issues were framed on 24th May, 1977 :—

- (1) Whether this reference and the disputes mentioned therein are hit by a settlement, dated 24th October, 1975 ?
- (2) Whether a substantial number of workmen have espoused the demands under reference ?
- (3) Whether the statement of claim is not signed by a proper person ? If so, to what effect ?
- (4) Whether the workmen are estopped from raising the demand under reference ?
- (5) Whether the adjustment-fans should be provided in the following departments of the establishment :—
(i) Press shop (ii) Dyeing shop (iii) Sorting shop (iv) Placing shop ?
- (6) Whether the minimum rates of wages in the establishment should be fixed at the rate of Rs. 225 per mensem. If so, with what details ?
- (7) What is the effect of demanding exhaust fans in statement of claim in view of dispute No. 1 under the reference ? Where the word adjustment fans offered ?
- (8) Whether this Tribunal has no jurisdiction to adjudicate upon dispute No. 2 ?

And the case was fixed for the evidence of the workmen. The workmen examined one Shri Bhola Singh as WW-1.

It was at this stage that issue No. 1 was thought fit to be decided first, hence the case was fixed for the evidence of the management. The management examined Shri Ram Sarup Labour-cum-Conciliation Officer, Gurgaon as MW-1 and

the case was then fixed for remaining evidence of the management. In the mean time the parties negotiated a settlement. The settlement was arrived at. The representative for the management moved an application for giving no dispute award as per the settlement. The representative for the workmen wanted time to verify the factum of the settlement. The case was then adjourned. On the next date of hearing the representative for the management produced a copy of the settlement and prayed that award be given in terms of the settlement and that "no dispute award" be given. The representative for the workmen admitted the settlement and its execution. He stated that the settlement has been entered into between the management and the union but he stated that the settlement was not just and fair, according to him. Then arguments were heard. Then the case was fixed for arguments on the justifiability and the fairness of the settlement. Arguments were heard. I have gone through the settlement. The workmen had given a demand notice to the management regarding raising graded pay scale, bonus, uniforms, house-rent, revision in D.A., Cycle allowance, night allowance etc., and few other demands. On which the conciliation proceedings were held, where the management had pleaded that the workmen could not raise any demand as a settlement dated 24th October, 1975, under section 12(3) of the Industrial Disputes Act was a bar which was binding on the parties. The union had threatened to resort to strike and direction action if demands were not conceded by the management. The management there stated that the strike shall be illegal. Discussions took place. Then a settlement was arrived at. As a gesture of goodwill and for keeping harmonious relations in the Industry. This settlement revised the minimum wages from Rs. 170 to Rs. 190 with effect from 1st July, 1978, and would be payable to those fresh workers, who had joined the employment on or after 1st July, 1978. As regards increase in wages, *ad hoc* rise in wages, as given below, was given :—

- (a) The workmen working in various categories, i.e., unskilled, semi-skilled and skilled, who have not completed one year's service as on 1st July, 1978 shall be given an *ad hoc* rise of Rs. 20 to each category respectively.
- (b) The workmen working in various categories, i.e., unskilled, semi-skilled

and skilled, who have completed service of more than one year but less than three years with the company as on 1st July, 1978, shall be given an *ad hoc* rise of Rs. 22, Rs. 24, and Rs. 28 respectively.

- (c) The workmen working in various categories i.e. unskilled-semi-skilled and skilled who have completed service of more than three years but less than five years service with the management as on 1st July, 1978 shall be given as *ad hoc* rise of Rs. 24, Rs. 28 and Rs. 32 respectively.

- (d) The workmen working in various categories i.e. unskilled, semi-skilled and skilled, who have completed five years service as on 1st July, 1978 or more shall be given an *ad hoc* rise of Rs. 26, Rs. 32 and Rs. 36 respectively.

As regards increments, it was decided that increments falling due on 1st January, 1979 shall not be given to the workmen, but increments with effect from 1st January, 1980 shall be given at the following rates but to those categories of workmen only, who would complete one year's service as on 1st January of every year :—

	Un- skilled Rs	Semi- skilled Rs	Skilled Rs
1. Service of one year and above but less than three years.	6	8	10
2. Service of three years and above but less than five years.	8	10	12
3. Service of five years and above.	10	13	16

As regards bonus, it was agreed that formerly the bonus was linked with production. It was settled that the payment of bonus for the year 1977-78, shall be made in accordance with the provisions of Payment of Bonus Act as duly amended, in 1975 and the workmen will not claim bonus for the year 1977-78 according to the earlier settlement. It was further agreed that the bonus for future shall also be paid and disbursed in accordance with the provisions of this

said Act. As regards uniforms it was agreed that only those workmen will get uniforms described below who has been specified as entitled to uniforms,—*vide* settlement dated 24th October, 1975. The uniforms shall include one pair of shoes or Jutees in a year. It was further clarified that those categories of workmen, who were getting shoes as per the previous settlement dated 24th October, 1975 shall continue to get the same and will not be entitled to additional shoes in any manner. Shoes shall be given to the workmen of specified categories in the month of January every year during the operation of this said settlement i.e., in January, 1979. It was further agreed that the management shall give one cotton uniform to those helper workmen, who would complete three years service as on 1st January, 1979 and the categories of helpers were specified as helpers to fitters, welders and electricians. In consideration of good will gesture of the management in agreeing to the above demand of the workmen in spite of the existence of the settlement dated 24th October, 1975 the workmen and their representatives agreed to drop all other demands and that if the workmen have sent any demand notice prior to this demand notice that shall also be treated as withdrawn, and there remains no dispute or claim, on account of or in respect of any demand notice in any manner whatsoever and the settlement shall be binding and shall remain in operation upto 31st December, 1981 unless terminated in accordance with the Industrial Disputes Act. The representative of the workmen also agreed to withdraw this Industrial Dispute No. 8 of 1977. The union representative had undertaken to withdraw this reference on 7th July, 1977. It was further agreed that the union of workmen will not raise any demand on the management including the financial demand and they will not resort to direct action or coercive method indulging in indiscipline or will not resort to go slow, tool down or strike in any manner and that this settlement will not be treated as precedent in future as it was entered into during the operation of the earlier settlement.

I have gone through the settlement. I find it just and fair although there representative for the workmen argued vehemently that it was not just and fair. The reference includes raising minimum rates of wages at Rs. 225 and providing fans in press shop, dyeing shop, sorting shop, placing shop department. Formerly the minimum rates of wages in this Industry was Rs. 170, which the

management raised at Rs. 190. Then ad hoc rise in wages was given at different rates. The rates varied between Rs. 20 and Rs. 36 in relation to categories. Although increments due on 1st January, 1979 was agreed to be dropped in consideration of adhoc rise in wages but thereafter they have been granted with effect from 1st January, 1980. The rate of increments also arises in respect of service period and in respect of categories of workmen. As far as bonus is concerned bonus linked with production was dropped but bonus as per the law of payment of bonus Act was granted and this is the law. As far as uniforms are concerned. There also some workmen have received some advantage. The settlement is dated 5th July, 1978 and has been entered into by the parties during the pendency of this reference and it is under section 12(3) of the Industrial Disputes Act. The management have met the demand of the workmen considerably and in substance. I, hold that the settlement is just fair and reasonable, which shall be binding on the parties as per its terms. This reference consists of providing fans and raising of minimum wages only, whereas the settlement has granted several demands also to the workmen. In view of the settlement the reference has become redundant. As far as minimum wages are concerned they

shall be governed by the settlement dated 5th July, 1978. The other demands granted,—*vide* this settlement dated 5th July, 1978 shall be given to the workmen as per this settlement. I, decide this reference accordingly and give my award that these settlement dated 5th July, 1978 shall be binding on the parties during its operation.

Dated the 11th December, 1978.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 1197, dated 14th December, 1978.

Forwarded (four copies), to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

The 28th December, 1978

No. 11(112) 3Lab-78/11354.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s U.K. Engineering Works, Barahi Talab, Old Faridabad, C/o Northern India, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD.

Reference No. 69 of 1978

between

SHRI GOPAL DASS, WORKMAN AND THE MANAGEMENT OF M/s U. K. ENGINEERING WORKS, BARAHI TALAB, OLD FARIDABAD C/O NORTHERN INDIA, MATHURA ROAD, FARIDABAD.

Present:—

Shri Roshan Lal Sharma, for the workman.

Nemo, for the management.

AWARD

By order No. ID/FD/31-78/8644, dated 24th February, 1978, the Governor of Haryana, referred the following dispute between the management of M/s U. K. Engineering Works, Barahi Talab, Old Faridabad, C/o Northern India, Mathura Road, Faridabad and its workman Shri Gopal Dass,

to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Gopal Dass was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the management. The management have refused to receive notices of the reference, hence they were proceeded against *ex parte* and the case was fixed for *ex parte* evidence of the workman. The workman examined himself as his own witness who deposed that the management terminated his services without any fault without any charge-sheet and his wages at the time of termination was Rs 360 p. m. and he was still unemployed. I, believe in the statement of the workman, although *ex parte*. I, give my award that the termination of services of the workman concerned was neither justified nor in order. The workman is entitled to re-instatement with continuity of service and full back wages.

NATHU RAM SHARMA,

Dated 11th December, 1978.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 1217, dated the 14th December, 1978

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11(112)-3 Lab-78/11383.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Amarnath Bhaskar and Sons, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 115 of 1978

between

SHRI JAMALUDDIN, WORKMEN AND THE MANAGEMENT OF M/S AMARNATH
BHASKAR AND SONS, FARIDABAD

Present:—

Shri Jawahar Lal, for the workman.

Shri D. C. Bhardwaj, for the management.

AWARD

By order No. ID/17304, dated the 4th May, 1978, the Governor of Haryana, referred the following dispute between the management of M/s Amar Nath Bhaskar and Sons, Faridabad and its workmen Shri Jamaluddin to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Jamaluddin was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, the following issues were framed on 1st January, 1978 :—

1. Whether the workman concerned retired on superannuation?

2. Whether the workman received his full and final dues on retirement ? If so, to what effect ?
3. Whether the termination of services of the workman concerned was justified and in order ? If not, to what relief is he entitled ?

The case was fixed for the evidence of the management. It was at this stage that the dispute was settled. The workman received a sum of Rs 430.37 and a sum of Rs 1,000 only,—*vide* two receipts. The representative for the workman wanted to verify the fact of a settlement from the workman. The case then adjourned but on the next date of hearing the representative for the workman admitted the settlement and stated that he does not want to proceed further with the case. I, therefore, give my award that the termination of services of the workman concerned was justified and in order. He is not entitled to any relief. The workman has received a sum of Rs 1,430.37 from the management and has settled the dispute.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 7th December, 1978.

No. 1202, dated the 14th December, 1978.

Forwarded (four copies), to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 29th December, 1978

No. 11(112)-3Lab-78/11368.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s. Clutch Auto (P) Ltd., Sector 6, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 158 of 1977

between

SHRI HARI SINGH, WORKMAN AND THE MANAGEMENT OF M/S. CLUTCH AUTO
(P) LTD., SECTOR 6, FARIDABAD

Present.—

Shri K. P. Agrawal, for the management,

Nemo, for the workman.

AWARD

By order No. ID/FD/351-77/40988, dated 22nd September, 1977, the Governor of Haryana referred the following dispute between the management of M/s. Clutch Auto (P) Ltd., Sector-6, Faridabad and its workman Shri Hari Singh, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

“Whether the termination of services of Shri Hari Singh was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties the following issues were framed on 25th January, 1978 :—

- (1) Whether the settlement alleged by the management binds the workman concerned ?
- (2) If issue No. 1 is proved, has the workman exhausted the remedy provided in the settlement ?
If not, to what effect ?
- (3) Whether the workman tendered his resignation voluntarily ?
- (4) If issue No. 3 is not proved, whether the termination of services of the workman concerned was justified and in order ? If not, to what relief is he entitled ?

The case was fixed for the evidence of the management. The management examined Shri S. C. Sharma, their Production Controller, as MW-1 and Shri Sahib Singh Malik as MW-2 and Shri Yogesh Chander, Personnel Officer of R.M. I. India Ltd., Rajpura, Punjab, as MW-3 and Shri Sher Singh, Chowkidar of Y. M. C. A., Faridabad, as MW-4 and closed their case. Then the case was fixed for the evidence of the workman. Thereafter neither the workman appeared, nor his representative, nor the workman led any evidence. Although the representative for the workman obtained three adjournments thereafter. I have gone through the evidence of the management, oral as well as documentary. Ex. M-1 is in the nature of resignation by which the workman requested the management that he was unable to continue in the services of the management on account of some reasons and that he could be paid full and final which was accepted by the management. Ex. M-3 is a letter from the management to the workman communicating to him the acceptance of the resignation. Ex. M-4 is clearance slip. Ex. M-2 is full and final settlement receipt and mark 'D' is a settlement. Ex. M-5 is service certificate granted to the workman by the management. As the evidence of the workman was closed,—*vide* my order dated 3rd October, 1978, as neither the workman appeared, nor his representative, nor the workman led any evidence in spite of obtaining three adjournments. I, therefore, give my findings issueswise :—

Issue No. 3.—I shall first decide issue No. . From the evidence before me, documentary as well as oral issue No. 3 is proved in favour of the workman. There is resignation, acceptance thereof. I decide issue No. 3 in favour of the management. The evidence of the management goes un rebutted.

Issue No. 4.—Issue No. 3 has been proved in favour of the management, hence issue No. 4 is decided as follows :—

The management did not terminate the services of the workman and the workman himself had resigned. The workman is not entitled to any relief.

Issues Nos. 1 and 2.—In view of my findings on issues Nos. 3 and 4, issues Nos. 1 and 2 need no decision. While answering the reference I give my award that the workman resigned his job of his own and the management never terminated his services. The workman is not entitled to any relief.

NATHU RAM SHARMA,

Dated the 11th December, 1978.

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

Endorsement No. 1215, dated the 14th December, 1978.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Dated the 11th December, 1978.

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.